

LIS PENDENS NOTICE
THE STATE OF MISSISSIPPI

KAREN K. WHITE

PLAINTIFF

VS.

CASE NO.: 06-DR-2478

JAMES ABNER WHITE

DEFENDANT

TO THE CLERK OF THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI:

YOU ARE HEREBY NOTIFIED that on the 26th day of June, 2006, suit was begun by the undersigned in the Circuit Court in and for Okaloosa County, Florida and the following are all the names of the parties to said suit:

Name of plaintiff

Name of defendant

Karen K. White

James Abner White

Kind of suit: Petition for Dissolution of Marriage

In said suit the following described real property situated in Hernando, DeSoto County, Mississippi, is involved, to-wit:

Property located in the Northeast Quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi being Lot 2, First Revision to Final Plat of Southaven Commons, LESS AND EXCEPT Lot 2A, Division of Lot 2 of 1st Revision to Final Plat of Southaven Commons, Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, Hernando, DeSoto County, Mississippi.

The nature of the lien, right or interest sought to be enforced is as follows:

For the dissolution of the marriage of the above-referenced parties. See also Exhibit "B".

Prupau

WITNESS MY SIGNATURE on this, the 8th day of January, 2008.

Karen K. White
KAREN K. WHITE

FLORIDA
STATE OF ~~MISSISSIPPI~~
COUNTY OF WASHINGTON OKALOOSA

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, the within named KAREN K. WHITE, who, after being duly sworn, stated on oath that she signed the foregoing Lis Pendens Notice and that the matters and facts contained therein are true and correct to the best of her knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME on this, the 8th day of January, 2008.

Barbara A. Tanner
NOTARY PUBLIC

My Commission Expires:

5/11/10

NOTARY PUBLIC-STATE OF FLORIDA



Barbara A. Tanner

Commission #DD551531

My Comm. Expires: 05/11/2010

Prepared by:

Matthew S. McKenzie, MSB #102361
TANNEHILL & CARMEAN, PLLC
829 North Lamar Boulevard, Suite 1
Oxford, Mississippi 38655
Telephone: (662) 236-9996
Facsimile: (662) 234-3949

EXHIBIT 'A'

Property located in the northeast quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, more particularly described as follows:

Lot 2, First Revision to Final Plat of Southaven Commons, as recorded in Plat Book 72, Page 14 in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of the Property.

Being a part of the same property conveyed to Grantor, by Warranty Deed of record in Book 214, Page 637 in the aforesaid Clerk's Office.

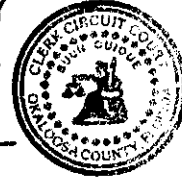
LESS AND EXCEPT:

Lot 2A, Division of Lot 2 of 1st Revision to Final Plat of Southaven Commons, Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, as shown on plat thereof of record at Plat Book 98, page 6 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

INDEXING INSTRUCTUIONS:

Property located in the Northeast Quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi being Lot 2, First Revision to Final Plat of Southaven Commons, LESS AND EXCEPT Lot 2A, Division of Lot 2 of 1st Revision to Final Plat of Southaven Commons, Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi.

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

CERTIFIED A TRUE
AND CORRECT COPYDON W. HOWARD
CLERK CIRCUIT COURTBY *[Signature]*
DEPUTY CLERK

IN RE: The Marriage of

KAREN K. WHITE,

Petitioner/former Wife,

DATE 12/21/07

and

CASE NO: 06-DR-2478

JAMES ABNER WHITE,

Respondent/former Husband, et al

ORDER MODIFYING THE TERMS OF THE FINAL JUDGMENT

Pursuant to the Stipulation for Modification of Final Judgment of the parties attached hereto, and as evidenced by the signatures of the parties, it is hereby

ORDERED AND ADJUDGED as follows:

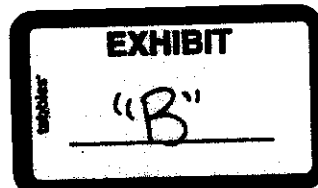
1. The Stipulation for Modification of Final Judgment dated December 17, 2007, is hereby ratified and approved; made the order of this court; and incorporated by reference as though fully set forth herein.

2. The Final Judgment entered in this action on March 5, 2007, is hereby modified in accordance with said Stipulation.

DONE AND ORDERED in Chambers at Shalimar, Okaloosa County, Florida, this19th day of December, 2007.**COPY**

Thomas T. Remington
THOMAS T. REMINGTON
CIRCUIT JUDGE

I HEREBY CERTIFY that conformed copies have been furnished to the following



this 21 day of December, 2007:

MICHAEL T. WEBSTER
P.O. Box 876
Shalimar, FL 32579

JAMES ABNER WHITE
225 Main Street, Suite H
Destin, FL 32541

DON W. HOWARD
Clerk of Court

By: 
Deputy Clerk



IN THE CIRCUIT COURT IN AND FOR
OKALOOSA COUNTY, FLORIDA

IN RE: The Marriage of

KAREN K. WHITE,
Petitioner/former Wife,

and

CASE NO: 06-DR-2478

JAMES ABNER WHITE,
Respondent/former Husband, et al.

_____/

STIPULATION FOR MODIFICATION OF FINAL JUDGMENT

The parties to this action, in consideration of the mutual covenants contained herein, stipulate to the following terms to be incorporated into an Order Modifying the terms of the Final Judgment entered in this action on March 5, 2007:

1. **Paragraph 19** of the Marital Settlement Agreement of the parties dated December 15, 2006, incorporated by reference into the Final Judgment of Dissolution of Marriage shall modified to reflect that:

a. Payment of the lump sum property distribution of **\$1,500,000** owed to the former Wife shall be deferred from January 1, 2008, until May 1, 2008.

b. The interest on said deferred payment of 8.0% per annum shall be deferred until so as to accrue effective May 1, 2008.

c. The former Wife shall have a lien against the former Husband's Southaven, Mississippi, property (Exhibit "A") in the full amount of said property distribution payment and whatever interest which may accrue, as stated above. The parties specifically acknowledge that such lien shall be reflected by recording a certified copy of this

Stipulation and/or Order approving same in DeSoto County, Mississippi.

2. **Paragraph 26** of the Marital Settlement Agreement of the parties dated December 15, 2006, incorporated by reference into the Final Judgment of Dissolution of Marriage shall modified to reflect that:

a. Until such time as the entire principal and interest on the lump sum payment (as described in paragraph 1 immediately above) is paid, the former Husband shall pay to the former Wife non-modifiable alimony in the amount of **\$5,000** per month for the months of January, February, March, and April, 2008. Thereafter, the amount of such alimony payments shall be modifiable by the former Wife and shall be commensurate with the income being lost by the former Wife attributable to former Husband's failure to timely make the lump sum payment as described in paragraph 1 immediately above. Such payments shall paid on the 1st day of each month with the first such payment becoming due and payable on January 1, 2008. These payments shall not be tax deductible to the former Husband and shall not be taxable income to the former Wife.

3. This agreement does not affect the former Husband's obligation to make the payments to the former Wife as set forth in paragraph 20 of the Marital Settlement Agreement [payments of **\$3,571.43** per month on deferred equalization payment of \$300,000 starting January 1, 2008] incorporated by reference into the Final Judgment of Dissolution of Marriage. Such shall be timely made by the former Husband.

4. All other provisions of the parties' Marital Settlement Agreement incorporated into the Final Judgment and not specifically modified by this Stipulation shall remain in full force and effect.

5. Except as explicitly stated herein, by entering into this Stipulation, the former Wife is not waiving any right she may have to specifically enforce the provisions of the Final Judgment.

6. Each party will pay his or her own attorney's fees and court costs associated with the modification action being resolved by this Stipulation. The former Wife, however, is not waiving any rights she may have, now or in the future, to recover attorney's fees and court costs in future actions to enforce the provisions of the Marital Settlement Agreement.

7. By signing this Stipulation, each party makes his or her appearance in this action, waives service of process and notice of hearing, and requests that the trial court enter its order approving, adopting, and ratifying this Stipulation without the necessity of a formal court hearing. The Parties represent to each other that each has had independent advice by counsel, or the free and unfettered opportunity to seek and obtain such independent advice of counsel, of his or her own selection in the negotiation and execution of this Stipulation. Each Party fully understands the facts and has been fully informed as to his or her legal rights and obligations and each Party is signing this Stipulation intending to be bound by it. Each Party fully understands and agrees that this Stipulation constitutes the entire agreement and contract of the Parties in regards to the matters specifically stated herein. This Stipulation supersedes any prior understandings or agreements between the Parties upon any subject covered in this Stipulation. There are no representations or warranties other than as set forth in Stipulation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first above written.

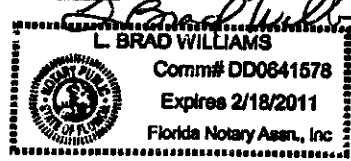
Witnesses:

Emily [Signature]
Margaret [Signature]

James Abner White
JAMES ABNER WHITE

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was subscribed and sworn to before me this 14 day of December, 2007, by JAMES ABNER WHITE.



NOTARY PUBLIC

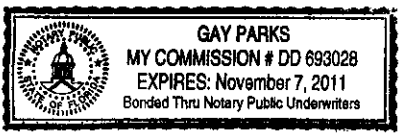
Witnesses:

Ronda Webster
Gay Parks

Karen K. White
KAREN K. WHITE

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was subscribed and sworn to before me this 17th day of December, 2007, by KAREN K. WHITE.



Gay Parks
NOTARY PUBLIC